

- 29. Approve and authorize the chairman to sign a no cost agreement with Industrial Engineering Company of Orlando for the removal of two old steam boilers and associated equipment from the Fire/Rescue Training Center.**

During the October 14, 2003 BCC meeting, the Board approved the purchase of a Fire/Rescue Training Center. Work has begun to make improvements to the facility. The building was previously used as an industrial manufacturing plant that included steam generating boilers. These boilers have no value to the County and need to be removed to allow for storage. Preliminary estimates identified costs of up to \$10,000 for removal and disposal of two old boilers and related equipment.

Industrial Engineering Company of Orlando, the original installer of the boilers, has been contacted and has agreed to remove these boilers and equipment at no cost to the County. They will refurbish one of the boilers to use as a mobile spare while servicing other boiler systems. They have provided proof of all necessary insurance coverage, and will leave the facility in broom clean condition. They will also be removing an old double door (necessary to remove the boilers) and installing a new door lintel to allow for a future roll-up door. This will also be a significant cost savings for the County.

No funds are needed for this project. Public Safety/Fire/Rescue and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office.

EQUIPMENT REMOVAL AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of WB
 _____, 20____, by and between **INDUSTRIAL ENGINEERING**
COMPANY, duly authorized to conduct business in the State of Florida,
 whose address is 2501 North John Young Parkway, Orlando, Florida 32804,
 hereinafter called "IEC" and **SEMINOLE COUNTY**, a political subdivision of
 the State of Florida, whose address is Seminole County Services
 Building, 1101 East First Street, Sanford, Florida 32771, hereinafter
 called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY needs to have certain equipment, including
 steam boilers and pumps, removed from its property located at 201
 Valentine Way, Longwood, Florida 32750; and

WHEREAS, IEC wishes to remove such equipment from the COUNTY'S
 property in exchange for title to such equipment,

NOW, THEREFORE, in consideration of the mutual understandings and
 covenants set forth herein, COUNTY and IEC agree as follows:

SECTION 1. SERVICES. IEC agrees to remove from the COUNTY'S
 property, located at 201 Valentine Way, Longwood, Florida 32750, the
 following equipment:

1979 Johnston 200 horsepower steam boiler (1),
 1992 Kewanee 250 horsepower steam boiler (1),
 boiler feedwater tank and pump set (1),
 water softner assembly (1),
 condensate return pump/tank assemblies (4),
 stainless steel pumps with motors (3),
 stainless steel pump without motor (1),
 lot of pipes, valves, fittings, and support hardware connected to
 the above equipment and located throughout the facility (1).

Upon removal of the above listed items from COUNTY property, IEC shall leave the subject work area in broom clean condition. In addition, IEC agrees to cover areas of the boiler room roof penetrated by boiler exhaust vent stacks with metal caps, in order to prevent rain leakage after removal of the vent stacks. IEC also agrees to remove one set of double doors, doorway lintels, and a portion of wall, as designated by the COUNTY, in order to facilitate removal of the boilers. The doors and wall portion will not be restored by IEC, however, IEC agrees to reinstall lintels as directed by the COUNTY.

SECTION 2. COMPLETION OF SERVICES. IEC agrees to complete all services as described in Section 1 above on or before February 29, 2004.

SECTION 3. COMPENSATION. As compensation for services rendered pursuant to this Agreement, the COUNTY agrees that upon removal of the equipment listed in Section 1 above, IEC shall become the sole owner of said equipment in such condition as it is in. Ownership of said equipment shall be the sole compensation to which IEC is entitled for services rendered pursuant to this Agreement.

SECTION 4. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all services described in Section 1 above, and approval of said work by the COUNTY.

SECTION 5. EQUAL OPPORTUNITY EMPLOYMENT. IEC agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 6. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 7. INDEMNIFICATION OF COUNTY. IEC shall indemnify and hold harmless the COUNTY, its, officers, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of, allegedly arising out of, or related to the performance of services under this Agreement by IEC, its officers, agents, or employees.

SECTION 8. INSURANCE.

(a) General. IEC shall at IEC'S own cost, procure the insurance required under this Section.

(1) IEC shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto Policy). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage, or other changes to coverage. Until such time as the insurance is no longer required to be maintained by IEC, IEC shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, IEC shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, IEC shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by IEC shall relieve IEC of IEC'S full responsibility for performance of any obligation including IEC'S indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better

according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, IEC shall, as soon as IEC has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as IEC has replaced the unacceptable insurer with an insurer acceptable to the COUNTY IEC shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of IEC, IEC shall, at IEC'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by IEC and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) IEC'S insurance shall cover IEC for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. IEC will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The

minimum required limits to be provided by both IEC and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) IEC'S insurance shall cover IEC for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by IEC (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
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Personal & Advertising Injury Limit	\$1,000,000.00
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Each Occurrence Limit	\$1,000,000.00
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(3) Business Auto Policy.

(A) IEC's insurance shall cover IEC for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by IEC (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, IEC shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by IEC shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

(d) Coverage. The insurance provided by IEC pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of IEC.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve IEC, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 9. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 10. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting IEC including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. IEC is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 11. EMPLOYEE STATUS. Persons employed by IEC in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 12. PUBLIC RECORDS LAW. IEC acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. IEC acknowledges that COUNTY is required to

comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 13. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Public Safety Department
150 Bush Blvd.
Sanford, FL 32773

FOR IEC:

Industrial Engineering Company
2501 N. John Young Pkwy.
Orlando, FL 32804

SECTION 14. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, IEC shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to IEC.

SECTION 15. CONFLICT OF INTEREST.

(a) IEC agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations

pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) IEC hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of IEC to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, IEC hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

SECTION 16. TERMINATION. This Agreement may be terminated by either party upon ten (10) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

Linda G. Hulse
Witness

[Signature]
Witness

INDUSTRIAL ENGINEERING COMPANY

By: *Paul J. Filler*

Date: 12/24/03

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney

AC/lpk
12/3/03 12/5/03 12/22/03
equipment removal agt

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR HW INDE002	DATE (MM/DD/YYYY) 12/19/03
PRODUCER Huckleberry, Sibley & Harvey Insurance & Bonds, Inc. 1020 N Orlando Ave, Suite 200 Maitland FL 32751 Phone: 407-647-1616		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Industrial Engineering Co John Slusarz 2501 N. John Young Pkwy Orlando FL 32804		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Westchester Surplus Lines Ins	
		INSURER B: Auto-Owners Insurance Company	18988
		INSURER C: Zenith Insurance Company	
		INSURER D: Fireman's Fund Insurance Co.	21849
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	GLW777630	11/06/03	11/06/04	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$5,000
	<input checked="" type="checkbox"/> Blkt Addl insd				PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> Blkt WaiverSubrog				GENERAL AGGREGATE \$2,000,000
	GENT'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	B				AUTOMOBILE LIABILITY
<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$			
<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$			
<input type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE (Per accident) \$			
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
A	GARAGE LIABILITY	CUW774005	11/06/03	11/06/04	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z049026502	11/06/03	11/06/04	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$500,000
D	Equipment Floater	MXO97504435	11/06/03	11/06/04	Leased Eq \$100,000
D	Installation Float	MXO97504435	11/06/03	11/06/04	Limits \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Seminole county, its officials, officers, & employees are additional insured
 \$ as respects general liability as required by written contract

CERTIFICATE HOLDER

SEMICOU

SEMINOLE COUNTY
 Building Department
 1101 E. First St
 SANFORD FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

B. O. [Signature]